BOOK 5249 PAGE 525

MAP 134-4
Par 27.35-1

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

BETTY EARLINE GOOLSBY BELLAR	)	
	)	
	)	
vs.	)	NO. 87535
	)	
	)	
BRYAN FIELDS BELLAR	)	
	)	

FEB-3RD MISC 8* 12.00 * 12.00

FINAL DECREE OF DIVORCE

This cause came on to be heard on the 30th day of September, 1977, before the Honorable Benson Trimble, Judge of the Fourth Circuit Court of Davidson County, Tennessee, upon the Petition for Absolute Divorce filed by Complainant, Betty Earline Goolsby Bellar, personal service of process being had upon the Defendant, Bryan Fields Bellar, testimony of Complainant heard in open Court, statement of counsel and from the entire record in the cause from all of which it appears to the Court that the parties have been experiencing irreconciliable differences and that the property settlement agreement between the parties as submitted for the Court's approval is reasonable and fair.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the Complainant, Betty Earline Goolsby Bellar, be and she is hereby awarded an absolute divorce from the Defendant, Bryan Fields Bellar, and that the bonds of matrimony heretofore existing and subsisting between the parties are forever severed and held for naught, and the Complainant is restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Property Settlement Agreement as agreed by and between the

parties is reasonable and is hereby approved and made a part of this judgment as follows:

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into at Nashville, Davidson County, Tennessee, by and between BETTY EARLINE GOOLSBY BELLAR, sometimes hereinafter referred to as "Wife", and BRYAN FIELDS BELLAR, sometimes hereinafter referred to as "Husband";

W I T N E S S E T H:

WHEREAS, Wife and Husband are experiencing serious marital difficulties and are living separate and apart from each other; and,

WHEREAS, there will be in the immediate future a divorce action between said parties pending in the Circuit Court of Davidson County, Tennessee; and,

WHEREAS, the parties hereto desire to settle all questions of child custody and property rights between them, not in collusion, but fully aware that said Agreement is made subject to the approval of the Court.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings, hereinafter more fully set forth and for other good and valuable considerations, the parties agree as follows:

1. That Wife shall have the custody of the minor child of the parties, namely Rebecca Lee Bellar, subject only to reasonable visitation rights of Husband.

2. Husband shall pay directly to wife the sum of Three Hundred Seventy-Five and NO/100 ($375.00) Dollars payable on alternate Fridays with the initial payment to be transferred to Wife on May 27, 1977. The same shall be apportioned as follows: (a) Twelve and 50/100 ($12.50) Dollars per payment for the support and maintenance of the

minor child of the parties, and (b) Three Hundred Sixty-Two and 50/100 ($362.50) Dollars per payment as alimony for Wife.

Said child support shall terminate upon the occurrence of the child reaching majority.

3. That all right, title and interest in the real property commonly referred to as 1622 Citation Court, Nashville, Davidson County, Tennessee, shall be divested from Husband and all right, title and interest in same shall be vested in Wife.

4. All right, title and interest in the parties household furniture and furnishings and presently located at 1622 Citation Court, Nashville, Tennessee, shall be divested from Husband and all right, title and interest in same shall be vested to Wife.

5. All right, title and interest in the 1976 Pontiac automobile shall be divested from Husband, and all right, title and interest in same shall be vested to Wife. That all right, title and interest in the 1971 Pontiac automobile shall be divested from Wife, and all right, title and interest in same shall be vested in Husband.

6. Husband shall maintain the policy of life insurance presently existing as of the date of the execution of this agreement, on his life and further, Wife shall be the named beneficiary. Should Wife predecease Husband he shall have the right to make any changes in whatever manner he deems necessary.

7. Husband shall maintain and have in force policies of hospitalization and major medical insurance presently existing as of the date of the execution of this Agreement, for the benefit and on the lives of the parties children. Said policies of insurance shall be in force until the parties children become twenty-one (21) years of age or until their education is completed; or upon their marriage, whichever event occurs first.

8. That the parties savings account located at Nashville City Bank and Trust Company shall be divided equally between Husband and Wife.

9. That Husband shall maintain, have in full force, and exercise the options to the same extent that he has in the past all stocks and bonds derived from the General Electric Savings and Security Program. That the benefits and privileges thereunto appertaining shall be divided equally between Husband and Wife and upon the death of either of the parties the deceased portion shall enure to the parties children namely, Virginia Cathleen Bellar and Rebecca Lee Bellar. Furthermore, upon the death of either of the parties, the survivor shall have the absolute right to dispose of his or her share in whatever manner he or she deems necessary.

10. It is hereby understood and agreed between the parties that Husband shall be responsible for the attorney fees of Wife's solicitor of record in the amount of Three Hundred Fifty and NO/100 ($350.00) Dollars.

11. It is further understood and agreed between the parties that Husband shall pay and be responsible for all court costs occurring with this action.

12. This Agreement shall take effect immediately upon the signing of the parties.

13. This Agreement shall be governed by the laws of the State of Tennessee.

14. With the exception of the Husband's obligation relative to the higher education of the parties minor child, this Agreement contains the entire Agreement between the parties and that there are no misunderstandings, either expressed or implied not specifically contained herein; that neither party shall have the right against the other growing out of the marital relationship if the same is not specifically provided for in this Agreement. Furthermore, this Agreement supersedes any and all prior agreements between the parties.

15. Each party shall, at all times and from time to time hereinafter, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other may reasonably require for the purpose of giving full force and effect to the provisions of the Agreement.

16. It is understood and agreed by and between the parties that this Agreement is entered into without undue influence, fraud, coercion or misrepresentation for any reason not herein stated. The provisions of this Agreement and their legal effect have been fully explained to each of the parties, and each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily.

This Agreement executed in duplicate on this the 26th day of May, 1977.

s/Betty Earline Goolsby Bellar
BETTY EARLINE GOOLSBY BELLAR

s/Bryan Fields Bellar
BRYAN FIELDS BELLAR

It is further, ORDERED, ADJUDGED and DECREED that the property located at 1622 Citation Court, Nashville, Tennessee is more particularly described as follows:

> Being Lot No. 210 on the Plan of Town Park Estates, as of record in Book 3300, pages 64 and 65, Register's Office for said County.
>
> Said Lot No. 210 fronts 23 feet on the northerly side of Citation Court and extends back 242.57 feet on the westerly line and 280.49 feet on the easterly line to a dead line, measuring 214 feet thereon.
>
> Being part of the real property conveyed to Manuel Construction Company by deed from MEG Co., Inc., of record in Book 3508, page 137, said Register's Office.
>
> This conveyance is made subject to a 10-foot easement for public utilities and drainage along rear line of premises, 30-foot building seback line from Citation Court, and conditions of owners certificate, as shown on plan of record in book 3300, pages 64 and 65, Register's Office for Davidson County, Tennessee, and to restrictive covenants contained in an instrument of record in book 3400, page 120, as amended by instrument of record in book 3436, page 43 Register's Office for said County.

It is further, ORDERED, ADJUDGED and DECREED by the Court that the Defendant, Bryan Fields Bellar, shall pay

to Complainant's solicitor of record the sum of Three Hundred Fifty and NO/100 ($350.00) Dollars as his reasonable attorney's fees, for which execution may issue, if necessary.

It is further ORDERED, ADJUDGED and DECREED by the Court that the costs of this cause be assessed against the Defendant, Bryan Fields Bellar, for which execution may issue, if necessary.

JUDGE

10-6-77

APPROVED FOR ENTRY:

W. H. STEPHENSON, II
Attorney for Complainant

FILED FOR REFERENCE
FEB 3 3 13 PM '78
FELIX Z. WILKERSON, REGISTER
DAVIDSON COUNTY, TENN.

E 49047.

CERTIFICATE OF SERVICE

This is to certify that I have mailed an exact copy of the foregoing Final Decree to the Defendant, Bryan Fields Bellar, c/o WNGE-TV, 441 Murfreesboro Road, Nashville, Tennessee, on this the 5th day of October, 1977.

W. H. STEPHENSON, II

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Betty Earline Goolsby Bellar *Plaintiff, and* Bryan Fields Bellar *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 3rd. *day of* February *in the year one thousand nine hundred and* seventy-eight *and in the* 202nd. *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Jane Smith, *D. C.*

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